

CITY OF SAVANNAH - PURCHASING DEPARTMENT P.O. Box 1027 • Bull & Bay Streets Savannah, Georgia 31402 (912) 651-6425

www.savannahga.gov

December 14, 2006
Request for Proposals for
Valet Parking Services
RFP#06.323

Dear Proposer:

The City of Savannah is now accepting proposals for a qualified and competent firm to provide temporary parking service for the duration of the construction of the Whitaker Street Parking Garage. The construction of the Whitaker Street Parking Garage is currently in progress with an estimated completion in early 2008.

Instructions for preparation and submission of a proposal are contained in this package.

A **pre-proposal conference** has been scheduled for on Tuesday, January 2, 2007 at 10:00 a.m. in the Office of the Purchasing Director, third floor of City Hall.

All proposals are due in the Office of the Purchasing Director, 3rd floor, City Hall, 2 East Bay Street, Savannah, Georgia 31401 (P.O. Box 1027, 31402) **no later than 1:30 p.m.** on Tuesday, January 9, 2007. The names of the respondents will be read at the public bid opening shortly thereafter.

Thank you for your interest in doing business with the City of Savannah.

Sincerely,

Margaret H. Joyner Purchasing Director

SECTION I

INFORMATION & INSTRUCTIONS

1.0 Submission Requirements:

- 1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **Valet Parking Services**, **RFP** # 06.323. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.
- **1.2 Proposal Format:** Proposals shall be submitted in the following format and include the following information.
 - a) All information requested in the RFP
 - b) Fee Proposals per instructions in Section III signed by responsible party
 - c) Contact names of references with phone numbers.
- 1.3 It is the sole responsibility of the **PROPOSER** to assure that they have received the entire Request for Proposal.
- **1.4** Proposers will be notified in writing of any change in the specifications contained in this RFP.
- 1.5 No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Savannah. No employee of the City of Savannah is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.
- **1.6 Right of Rejection and Clarification:** The City of Savannah reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City of Savannah is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
- **1.7 Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.
- **1.8 Denial of Reimbursement:** The City of Savannah will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

- **1.9 Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Savannah for the purpose of influencing consideration of this proposal.
- **1.10 Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
- **1.11 Right of Negotiation:** The City of Savannah reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- **1.12 Proposal Evaluation**Evaluation criteria included in this document shall be used in evaluating proposals.
- 1.13 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Savannah, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.
- **1.14 Indemnification:** Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Savannah, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.
- **1.15 Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Savannah when received.
- **1.16 Basis of Award:** Proposals will be evaluated according to the following criteria and weight at a minimum:
 - a) Responsiveness to requirements of the RFP (40 points)
 - d) Proposer's financial stability, experience and references (40 points)
 - c) Proposers proposed fee schedule including proposed customer charges.
- **1.17 Copies:** An original and two copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.
- 1.18 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this request for proposal should be directed to:

Tara Polli (912) 233-7806 tara_polli@savannahga.gov

- **1.19 Submittal of Qualifications:** Proposers should submit experience and qualifications.
- 1.20 Contract: The contract between the City of Savannah and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City of Savannah reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.
- **1.21 Termination of Contract:** The City of Savannah may cancel the contract at any time for breach of contractual obligations by providing the consultant with a written notice of such cancellation. Should the City of Savannah exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
- 1.22 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the Consultant agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
 - Proposers certify that all equipment, services and or goods provided to the City of Savannah comply with the Department of Justice ADA Title III Regulations.
- 1.23 Minority/Women Business Enterprise (MWBE) Policy: It is the policy of the City to provide minority and women owned business enterprises with equal opportunity for participating in selling goods and services to the City of Savannah. Proposers are required to make "Good Faith Efforts" to subcontract, where applicable, with or purchase supplies from MWBEs. The proposer shall keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

The proposer shall also submit the attached notice of non-discrimination with their proposal and complete the participation schedule if appropriate.

SECTION II

SCOPE OF WORK

2.0 The City of Savannah is seeking a qualified and competent firm to provide construction-related temporary parking service for the duration of the Whitaker Street Parking Garage. The construction of the Whitaker Street Parking Garage is currently in progress with an estimated completion in early 2008.

2.1 Purpose:

The purpose for the temporary parking service is to provide a safe and legal operation of valet parking services for the use and convenience of businesses and the general public within the Decker Ward*, and as further outlined in the subsequent policy.

2.2 Location:

The Loading Zone for the construction-related temporary parking service has been designated to be established along W. Congress Street in the temporary freight zone near the Barnard/W. Congress Streets intersection. The City reserves the right to relocate the loading zone at its discretion. The awarded company must park vehicles in the Robinson Parking Garage if an acceptable alternative is not proposed. See policy for further details.

2.3 Reports:

Proposer shall provide reports on a monthly basis detailing the number of cars parked and any service related issues.

2.4 Rates:

Proposer shall indicate all proposed charges to customer and their proposal for collecting these charges. Proposer shall indicate if they propose to pay a fee to the City or indicate if they would expect the City to pay any fees for these services.

2.6 Personnel:

The proposer shall be responsible for providing qualified personnel to perform this service. The proposer shall comply with all requirements of federal, state and local laws. Proposers shall require their employees to observe all applicable rules and regulations and to exercise courtesy and consideration in their service to the City. Employees shall wear a uniform or identification badge to show they are employees of the vendor. The proposer shall conduct pre-employment criminal background checks, drug tests, and motor vehicle record checks to insure that employees are suitable.

2.8 Implementation Timeframe:

The City of Savannah desires these services to be implemented as quickly as possible. The proposer shall state in the proposal the number of days required to begin providing the service following notice of award of the contract.

^{*} Decker War d boundaries: north side of Broughton St. to south side of Bay St, and west side of Whitaker St to east side of Jefferson St.

PROPOSER'S STATEMENT OF QUALIFICATIONS

Addı	ress:	Zip:
Con	tact Person:	Phone:
Plea	se list five clients for which you	have provided services of similar nature
(1)	Name	
	Address	Phone
	Contact Person	
(2)	Name	
	Address	Phone
	Contact Person	
(3)	Name	
	Address	Phone
	Contact Person	
(4)	Name	
	Address	Phone
	Contact Person	
(5)	Name	
	Address	Phone
	Contact Person	

4.	Hours of operation	Staff availability
5.	Include a copy of the most recent finance	cial statement for your company.
6.	Number of days required to initiate servi	ices meeting the requirements of the

SECTION III PROPOSAL FORM

I have read the requirements of the RFP, the City policy regarding temporary valet services and City application and agree to provide the services in accordance with these documents. Provide proposed valet parking rates and any fees to be paid to the City or any fees expected from the City in detail as an attachment.

SUBMITTED BY:		
PROPOSER:		
SIGNED:		
NAME (PRINT):		
ADDRESS:		
CITY/STATE:	ZIP:	
TELEPHONE: ()		
Area Code	Area Code	

NON-DISCRIMINATION STATEMENT

The proposer certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature	Title

PROPOSED SCHEDULE OF M/WBE PARTICIPATION

Name of Bidder/Proposer:Project Title:				Bid No. <u>06.</u> Total Bid Am	
r roject ritie				Total bld Alli	σαιτ φ
Name of M/WBE Participant	A	ddress	Type of Work Sub-Contracted	Subcontract Value	MBE/ WBE Status
				\$	
				\$	
				\$	
				\$	
MBE Participation Value: Women Participation Total Value: "% \$ The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with the Mayor and Aldermen of the City of Savannah. Joint Venture Disclosure If the proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the Minority/Female joint venture firm.					
Joint Venture Firms		Level c	of Work	Financial Partic	ipation
Signature:					
Title:					
Nights Till NAS 19	^^		O# 1 11 11 1	. 1	

Note: The Minority/Woman-Owned Business Office is available to identify qualified MWBE's. Please contact the Office at (912) 651-3653. This form may be copied as needed. The City of Savannah has also posted a list of registered M/WBE's on its website @ www.savannahga.gov.

Policy: Construction-Related Temporary Parking July 2006

I. PURPOSE

The primary purpose of public rights-of-way is the free and unobstructed right of travel. However, the City recognizes that certain public amenities, including construction-related temporary parking, provide services that may enhance the experience to visitors in the Historic District of Savannah.

Because the City allows construction-related temporary parking in certain areas, and these areas are heavily traveled by pedestrians and vehicles, guidelines and restrictions are necessary; so that such use is not inconsistent with the underlying dedication for the public right-of-way, does not impede travel, does not interfere with public safety or rights of adjoining property owners and enhances the quality of life for residents and visitors alike. Therefore, temporary uses onto the public right-of-way may be approved by the City Manager or his/her designee.

The purpose of this policy is to:

- A) Provide for pedestrian and vehicular safety and convenience.
- B) Restrict unreasonable interference with the flow of pedestrian or vehicular traffic including ingress into or egress from any residence or place of business or from the street to the sidewalk by persons exiting or entering parked or standing vehicles.
- C) Provide reasonable access for the use and maintenance of poles, posts, handicap ramps, traffic signs or signals, hydrants, mailboxes and access to locations used for public transportation purposes.
- D) Maintain and protect the values of surrounding properties.
- E) To encourage and promote ease of passenger loading and unloading without having to locate a temporary parking space for your vehicle, which in turn encourages pedestrian activities and makes the urban environment more attractive.
- F) To preserve and enhance the character of the Historic Landmark District.

II. DEFINITIONS

Construction-Related Temporary Parking – the act of taking a vehicle from the street, whether or not a fee is charged, and parking it for the vehicle operator, but attendant parking at a licensed parking lot or garage shall not constitute construction-related temporary parking.

Construction-Related Temporary Parking Service – the business or entity permitted to use the city streets for the purpose of loading or unloading passengers to and from vehicles and for the parking of those vehicles.

Construction-Related Temporary Parking Loading Zone – a public place along side the curb of the street or elsewhere, designated by the City as a construction-related temporary parking/loading zone and reserved exclusively for the use of a construction-related temporary parking service and persons using such service.

Administrator - City Manager designee.

Vendor - Business to whom construction-related temporary parking service is registered and business tax certificate has been issued.

Temporary Use - Situated on, but not attached to, the public right-of-way.

III. APPROVAL REQUIRED

It shall be unlawful for any person to use the public way in the City without first obtaining approval from the Administrator. Any person desiring approval shall file an application with the City requesting the approval and supplying such information in connection with the proposed temporary use as may be required by the City.

Permit Required.

- A) All persons engaged or seeking to engage in a business of operating a construction-related temporary parking service in the City of Savannah must first obtain a permit pursuant to the Article. Permits issued pursuant to this article shall be valid from the date of issuance through December 31 of the year in which the permit is issued, or until the Whitaker Street Parking Garage is open for business.
- B) Any business or person desiring to operate a construction-related temporary parking service for which a parking permit is required under the provisions of this Article shall first pay a business tax and obtain a Business Tax Certificate and pay all regulatory fees as provided for the annual Revenue Ordinance. The tax certificate and permit shall be displayed in a conspicuous place at the business location.
- C) The City shall be authorized to make or cause to be made inspections to determine compliance with the provisions of the Article.

IV. APPLICATION FOR TEMPORARY USE APPROVAL

- A) The issuing authority will be the City Manager designee.
- B) Applications. The applicant shall file with the City Manager designee a written application for a temporary use of the public right-of-way. The application shall contain the following information:

- i. The name, address and telephone number of the applicant who is the owner and/or principal in charge of the construction-related temporary parking service.
- ii. The name, address and telephone number of a responsible person whom the City may notify or contact at any time concerning the applicant's requested temporary use.
- iii. The applicant shall provide proof of liability insurance, map of traffic routes to/from the construction-related temporary parking zones and the vehicular storage location, proposed signage and materials, the relationship of the proposed temporary use to the curb, obstacles, existing building. A written procedure for use of abandoned vehicles. The applicant shall not change, increase, or decrease the approved materials/layout without written authorization from the City Manager designee or a designated representative.

C) Action on Approvals: The City Shall

- i. Provide adequate free parking at the Robinson Parking Garage, located at 132 Montgomery Street, during approved construction-related temporary parking hours 6:00 PM to 3:00 AM, during the construction period for Ellis Square and until the Whitaker Street Parking Garage is open for business. *Note:* The City offers free parking at Robinson Parking Garage from 6:00 PM to 7:00 AM Monday Friday, and free all day and all night on Saturdays and Sundays, during the Ellis Square project.
- ii. Process applications, ensure site sufficiency, and issue approvals. The City Manager Designee may approve all conforming applications.

V. FINDINGS

- A) No permit may be issued until the application is approved by the City Manager designee and all of the findings are met.
- 1. The proposed temporary use meets the standards of this policy; and
- 2. The proposed temporary use does not unduly interfere with the use of the public right-of-way by adjoining property owners and tenants; and
- 3. The public use of the sidewalk, pedestrian, transit and business services including but not limited to loading zones, bus stops, public phones, and benches are not restricted; and
- 4. The proposed temporary use is complimentary to and not inconsistent with the underlying dedication for public right-of-way and is not inconsistent with the City's title or estate in the underlying public right-of-way; and
- 5. The proposed temporary use is compatible with the use and enjoyment of surrounding uses; and
- 6. The proposed temporary use does not impede travel on the public walkway or create a hazard to the safety or health of passers-by; and
- 7. The proposed temporary use does not unlawfully alter the associated use of the abutting property.

VI. CONSTRUCTION-RELATED TEMPORARY PARKING STANDARDS

- A) All approvals issued pursuant to the terms of this policy shall conform to the following standards, and no approval may be issued which does not so conform:
 - (1) Display in a prominent and visible manner the business tax certificate issued by the City of Savannah; and
 - (2) The construction-related temporary parking fee shall be placed in a conspicuous location. In the event that a business has agreed to pay the vendor for their customer's use of the construction-related temporary parking service, the valet attendant must be able to notify any valet customer; and
 - (3) Obey any lawful order of a police officer or Deputy City Marshall to move temporarily, or entirely the Construction-related temporary parking Loading Zone location and all automobiles associated with the service to avoid congestion or obstruction of the public right-of-way;
 - (4) Make no loud or unreasonable noise of any kind by vocalization or otherwise for the purpose of advertising or attracting attention to his/her services; and
 - (5) Hours of operation are restricted to the hours between 6:00 p.m. and 3:00 a.m.; and
 - (6) Vendor must provide a policy indicating what they will do in the event that a valet patron or guest does not retrieve his/her automobile by 3:00 a.m., or upon the vendor's close of business; and
 - (7) Performance Requirements the vendor's temporary use of a construction-related temporary parking service shall comply with the following:
 - a. Use of an attendant stand or podium permitted inside the curb line but may not block the sidewalk or impede pedestrians; size of podium not to exceed 23"w x 23" d x 33" h
 - b. Customer Keys and valuables must be secured by the construction-related temporary parking service. Lost, stolen, or misplaced personal items are the responsibility of the construction-related temporary parking service and its customers:
 - c. Must wear neat and clean clothing, and shirts and shoes are required;
 - d. Required to remove trash and take it to a trash collection site. May not use public trash receptacles.
 - e. Location, set-up and design the vendor's temporary use of a construction-related temporary parking service shall comply with the following:
 - (8) Any valet service which is set up around a below-named location shall be placed adjacent to the curb line and may not block or impede pedestrian or vehicular travel, and shall not block the one-way only directional signs.

Construction-related temporary parking Loading Zone:

- W. Congress Street Approximately 100 feet on the north side of W. Congress Street, along the wooden fence, is designated as a Freight Zone. This will be utilized as the valet loading/unloading zone during approved construction-related temporary parking hours.
- (9) Vendors shall operate their construction-related temporary parking services in only the area for which they are assigned and authorized; and
- (10) Handwritten cardboard signs are not allowed; and
- (11) Construction-related temporary parking Service will store their patrons' or guests' cars at the City-owned and operated Robinson Parking Garage, located at 132

Montgomery Street, unless otherwise stated in the Application; and

- (12) Upon entrance into garage, construction-related temporary parking attendant must obtain a ticket from the machine; and
- (13) Upon exit, Construction-related temporary parking attendant must submit ticket to City's Parking Garage Attendant; Garage staff will write on ticket, indicating the Construction-related temporary parking Service company name. Any vehicle exiting garage without a ticket must pay the full amount for a missing ticket; and
- (14) Construction-related temporary parking Service shall not park customer vehicles on City streets; and
- (15) Overnight parking is not permitted; and
- (16) Approval is not transferable upon change in ownership or management; and
- (17) Use and occupation of the public right-of-way which is allowed under this chapter may be temporarily suspended, without prior notice or hearing, when, in the discretion of the City Manager designee, the police chief, or the fire chief any such use, occupation or obstruction may interfere with public safety efforts or programs, special events, street improvement activities, construction activities, cleaning efforts, or other similar activities or with the health, welfare, or safety of the citizens of the City; and
- (18) Approvals shall be considered temporary and nonpermanent in nature and the applicant shall have neither property interest in nor any entitlement to the granting or any continuation of any such approval; and
- (19) All plans and letters of approval for the CONSTRUCTION-RELATED TEMPORARY PARKING SERVICE approved by the City must be kept on the premises for inspection at all times the establishment is open for business; and
- (20) The City Manager designee may, in his or her sole discretion, place additional conditions upon the issuance of approval in order to ensure the protection of the public walkways and the rights of all adjoining property owners and the health, safety and general welfare of the public.

VII. INDEMNIFICATION OF CITY

- A) As a condition of issuance, the approved applicant and any person acting under or pursuant to said approval, agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent, or groundless) to the maximum extent allowed by law, the City Manager designee, the City, its City Council, and each member thereof, and its officers, employees, advisory board members and representatives, from and against any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to rise out of any acts, negligence, errors, or omissions (including, without limitation, professional negligence) of approved applicant, its employees, representatives, contractors, subcontractors, or agents by reason of or arising out of, or in any matter connected with, any and all acts, operations, privileges authorized, allowed or undertaken pursuant to the temporary use approval including, without limitation, any condition of property used in the operations.
- B) This agreement indemnity includes, but is not limited to, personal injury (including death at any time) and property or other damage sustained by any person or persons (including, but not limited to, companies, corporations, approved applicant and its employees or agents, and members of the general public).

C) As a further condition of issuance of the approval, the approved applicant covenants not to sue the City Manager designee, City, its City Council and each member thereof, and its employees, agents and representatives and shall cause its insurers to waive subrogation against the same with respect to any action, claim or demand in any way resulting from or connected with any and all undertakings and operations conducted pursuant to the temporary use approval.

VIII. LIABILITY INSURANCE

A) The approved applicant shall be required to have general liability insurance:

LIMITS: \$1,000,000.00 per person \$2,000,000.00 per occurrence

Policy should be made out to the Mayor and Alderman of the City of Savannah and should name the City of Savannah as an additional insured.

B) The approved applicant shall be required to have motor vehicle liability insurance.

No business or entity operating a construction-related temporary parking service shall operate any construction-related temporary parking service in the City unless and until there is in full force and effect a motor vehicle liability insurance policy or policies insuring such business owner and covering each employee thereof, and unless and until such owner shall file with the City Clerk a written certificate or certificates of insurance showing that such policy or policies are in full force and effect and that an endorsement has been issued to each such policy or policies therein cited that the same shall not be canceled and no reduction in the amount of coverage shall be made except upon thirty days prior written notice to the City. Such policies shall insure the owner and any other person loading/unloading and/or driving or parking a vehicle in the course of operating the construction-related temporary parking service, against loss from the liability imposed on any of them by law for injury to, or death of, any person or damage to property, arising from or growing out of the operation of such service, with coverage limits of not less than one million dollars in public liability coverage for death or injury in any one occurrence, and property damage coverage of not less than one hundred thousand dollars. In addition, the owner shall also furnish to the City, at his own cost and expense, a policy or polices of liability and other insurance coverage as may be required under the applicable insurance standards of the City for consultants or contractors. Such policy or policies shall be maintained in full force and effect in accordance with said insurance standards during the entire term of the permit.

IX. TERMINATION

A) In the event of a default or change in City policy, the City Manager designee may notify the approved applicant in writing of a termination and specify the time within which the termination is to take place or, in the discretion of the City Manager designee,

immediately terminate the approval without prior notice. Upon delivery of a notice of termination, the City shall have the right to require the immediate removal of all obstructions in the public walk way, and may perform such removal if the approved applicant fails to do so within such time as specified by the City Manager designee. The approved applicant shall reimburse the City for any expense incurred by the City in removing any obstruction in the event it is not removed by the approved applicant within the time required by the City.

X. ENFORCEMENT

The City Manager designee shall be the enforcing authority and will issue approvals and ensure compliance with this policy.

- A) Notice of violation of any standards of operation shall be made verbally or in writing to the approved applicant. Immediate abatement of such violation will be required by the approved applicant. Verbal notices of violation shall be followed by a written notice for purposes of establishing a record of violations at the discretion of the party giving verbal notice.
- B) Violations of the terms of the approval or any provision of these standards shall be kept on file by the City. More than two violations within one year of the provisions of this policy shall constitute cause to discontinue the temporary use.
- C) Upon termination of the approval, the applicant shall remove all personal property, furnishings, and equipment from the public right-of-way immediately.
- D) Enforcement of the temporary use shall be by the City Manager designee and Zoning.

XI. APPEALS

- A) Any person aggrieved by any action of the City Manager designee under this policy may appeal the decision to the City Manager setting forth the facts and circumstances regarding the appealed action. The City Manager shall notify the applicant, in writing, of the time and place set forth for the hearing on his or her appeal.
- B) The right to appeal from the action of the City Manager designee shall terminate upon the expiration of fifteen (15) days following the date written notification advising the applicant of the action of the City Manager designee and of his or her right to appeal such action.
- C) The hearing on the appeal shall be held within twenty (20) City business days of the City Manager's receipt of the appeal request.
- D) The hearing shall be presided over by the City Manager. A decision regarding said appeal shall then be issued no later than ten (10) business days following said hearing. The decision of the City Manager shall be final.

XII. of this	This policy supersedes any and all approvals given prior to the implementation s policy.

Application for Temporary Uses onto City-owned Property and Public Rights-of-Way

Submit this application to:

Date:

Construction-Related Temporary Parking Administrator City of Savannah – Citizen Liaison Department P.O. Box 1027 Savannah, GA 31402 (912) 233-7806

Applicant Information
Applicant Name:
Applicant Address:
Applicant Phone Number:
Business Information
Name of Business:
Address of Business:
Telephone Number of Business:

To all applicants, please attach the following:

- A copy of the required liability insurance as referenced in the policy under: VIII.
 Liability Insurance (A). Listing the "Mayor and Aldermen of the City of Savannah" as additional insured.
- the number of employees of the operator who will be assigned to carry out the activity for which the permit is sought
- the company name and procedure for conducting pre-employment criminal background checks, drug tests, and motor vehicle record check requirements, if applicable.
- the name, location, and telephone number where a responsible person, employee, or agent of the operator will be available at all times during the hours of operation
- routes to be used between the passenger loading zone or other vehicle pickup point and the parking or storage location, if other than Robinson Garage
- If the Robinson Parking Garage will not be utilized for storage of patrons' or guests' vehicles, please supply the following:

- A statement from the operator(s) of any parking facility(s) designated as the parking or storage location(s) as to that facility's ability to accept the cars, the number of spaces to be reserved for the permittee's operations, the total number of spaces in such parking facility(s), and estimates of the percent usage of the facility(s) prior to, and subsequent to the proposed activity for which the permit is sought. In cases where the parking facility(s) is part of a building or premises devoted to other uses which require off-street parking, the statement shall also include information as to the number of parking spaces which were required by law to be provided in the parking facility(s) to serve such other uses when said uses were established:
- A copy of the written contract or covenant between the applicant and the operator
 of the parking facility(s) designated as the parking or storage location(s), which
 contract or covenant shall contain a provision that it cannot be canceled without at
 least sixty days notice to the other party and to the City;
- The location of any proposed signs for the valet service and any proposed attendant stands;
- Proof that the applicant has insurance in force satisfying the requirements acceptable to City
 of Savannah's Risk Manager;
- A check for \$50.00 made payable to the City of Savannah

By signing the below, I agree that I:

Have read and understand the City of Savannah's "Temporary Policy to Regulate Valet Parking" manual.

Accept the terms of the policy as set forth in the manual,

Have been issued the permit and are not allowed to transfer said permit to another, and Have the responsibility of providing proof of indemnification of the City of Savannah and notifying the City and ceasing the operation of construction-related temporary parking services if liability insurance expires, is canceled, or transferred.

Signature	Date